

United States  
Circuit Court of Appeals

For the Ninth Circuit.

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UNION STEAMSHIP COMPANY, a Corpora-  
tion, Claimant of the American Steamship  
"ARGYLL," Her Engines, Boilers, etc.,

Appellant,

VS.

ASLAK ABRAHAMSON,

Appellee.

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Apostles.

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Upon Appeal from the United States District Court  
for the Northern District of California,  
First Division.

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Filed

SEP 21 1914

F. D. Monckton,  
Clerk.

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Circuit Court of Appeals

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Claimant of the American Steamship  
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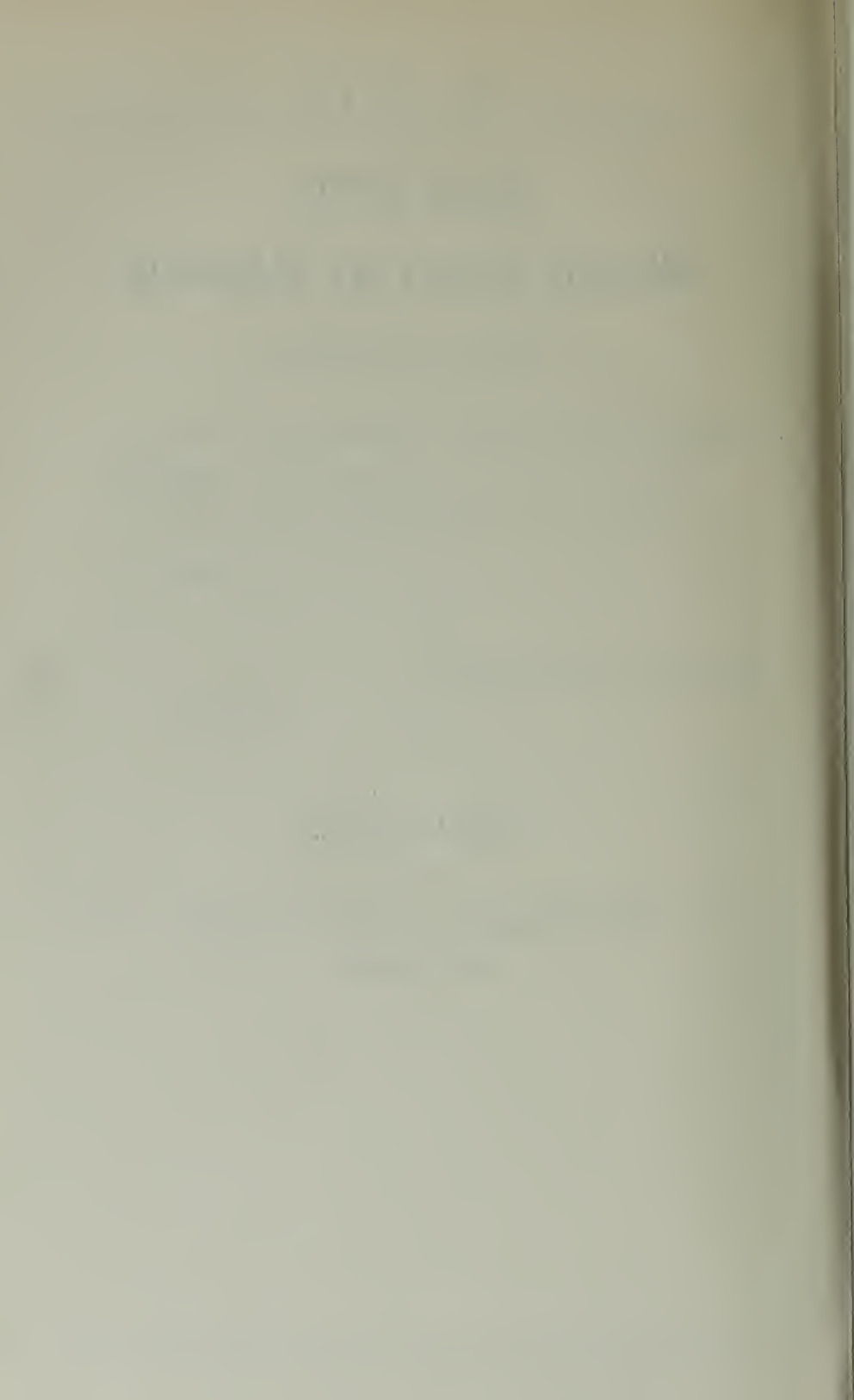
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# INDEX TO THE PRINTED TRANSCRIPT OF RECORD.

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

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*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees.

UNION STEAMSHIP COMPANY,

Claimant and Respondent.

**Praeceptum for Apostles on Appeal.**

To the Clerk of the Above-entitled Court:

Please prepare transcript of record in this cause to be filed in the office of the Clerk of the United States Circuit Court of Appeals, for the Ninth Circuit, upon the appeal heretofore perfected in this court, and include in said transcript the following pleadings, proceedings, and papers on file, to wit:

1. All those papers required by Section 1 of Paragraph 1 of Rule 4 of the Rules of Admiralty of the United States Circuit Court of Appeals for the Ninth Circuit.

2. All the pleadings in said cause, and all the exhibits annexed thereto. [1\*]

3. All the testimony and other proofs adduced in the cause, including the testimony taken at the trial, all depositions taken by either party and admitted

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\*Page-number appearing at foot of page of original certified Record.

in evidence, and all exhibits introduced by either party, said exhibits to be sent up as original exhibits.

4. The opinion and decision of the Court.
5. The final decree and notice of appeal.
6. The assignment of errors.

IRA A. CAMPBELL,

McCUTCHEN, OLNEY & WILLARD,

Proctors for Claimant and Appellant.

[Endorsed]: Filed Aug. 25, 1914. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [2]

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**Statement of Clerk District Court.**

*In the District Court of the United States, in and for  
the Northern District of California, First Division.*

No. 15,458.

ASLAK ABRAHAMSEN,

Libellant,

vs.

American Steamship "ARGYLE," Her Boilers, Engines, Machinery, Tackle, Apparel, and Other Furniture,

and

THE GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondents. [3]



PARTIES.

LIBELANT: Aslak Abrahamsen,

RESPONDENTS: The American Steamship "Argyle," and The Gualala Steamship Company, a Corporation.

CLAIMANT: Union Steamship Company.

PROCTORS

for

LIBELANT: S. T. HogevoU, Esquire, San Francisco, Calif.

RESPONDENT: Ira S. Lillick, Esquire, San Francisco, Calif.

CLAIMANT: Messrs. McCutchen, Olney & Willard, and Ira A. Campbell, Esquire, San Francisco, Cal. [4]

PROCEEDINGS.

1913.

August 29. Filed verified Libel for personal injuries for \$14,685.00. Issued Monition for attachment of the steamer "Argyll," which said monition was afterwards on the 21st day of September, 1913, returned and filed with the following return of the United States Marshal endorsed thereon:

"I hereby certify and return that I received the within Writ at San Francisco, California, on August 29th, 1913, and herewith return the same for the reason that a bond was

*Union Steamship Company*

given for the release of said Steamship without seizure being made.

C. T. ELLIOTT,

United States Marshal.

By George H. Burnham,  
Chief Office Deputy."

Issued Citation for appearance of Respondent, which Citation was afterwards on the 2d day of September, 1913, returned and filed with the following return of the United States Marshal attached thereto:  
[5]

1913.

"I have served this Writ personally by copy on the Gualala Steamship Company, a corporation, by handing to and leaving a copy hereof with, Fred. Linderman, the President of the Gualala Steamship Company, a corporation, at San Francisco, Calif., on the 30th day of August, 1913, this 30th day of August, A. D. 1913.

C. T. ELLIOTT,

U. S. Marshal.

By T. F. Kiernan,

Office Deputy Marshal."

Filed Claim of Union Steamship Company.

Filed stipulation for release of American Steamship "Argyle," in the sum

of \$10,000.00, with the National Surety Company, as Surety. [6]

1913.

September 16. The Court this day ordered that this cause be consolidated for trial with causes entitled Gualala Steamship Company vs. American Steamship "Argyle," Her Engines, etc., No. 15,327; A. W. Beadle vs. American Steamship "Argyle," Her Engines, etc., No. 15,329; and Konstant Latz vs. The American Steamship "Argyle," Her Engines, etc., and the Gualala Steamship Company, a corporation, No. 15,335.

23. Filed Answer of Gualala Steamship Company, a corporation.

26. Filed Answer of Union Steamship Company, owner of the American Steamship "Argyle."

October 15. The above-entitled causes as consolidated this day came on for hearing in the District Court of the United States, for the Northern District of California, at the City and County of San Francisco, before the Honorable M. T. Dooling, Judge, and were continued until October 16th, 1913, for further hearing, on which day said causes

were submitted to the Court for decision. [7]

1913.

November. 18. The causes as heretofore consolidated were, by leave of the Court first obtained, reopened for further hearing, before the Hon. M. T. Dooling, Judge of said Court, and were resubmitted to the Court for decision.

1914.

May 6. The Court this day rendered a written opinion which was filed in cause No. 15,327, and in which it is ordered that a decree be entered in favor of the Libelant for damages, in the sum of \$3,621.00 and costs.

7. Filed decree.

July 3. Filed Notice of Appeal.  
Filed Bond on Appeal in the aggregate sum of \$4,250.00, with National Surety Company, as surety.

September. 2. Filed Assignment of Errors. [8]

*In the District Court of the United States, in and for  
the Northern District of California.*

No. —.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees.

**Libel for Damages for Personal Injuries.**

To the Honorable District Court of the United States  
in and for the Northern District of California.

The libel of Aslak Abrahamson, late seaman on the  
steamship "Gualala," against the steamship "Ar-  
gyll," her boilers, engines, machinery, tackle, ap-  
parel, and other furniture, and against the Gualala  
Steamship Company, a corporation, owner of the  
said steamship "Gualala," in a cause of action for  
damages for personal injuries, and loss of personal  
effects and belongings, civil and maritime, alleges as  
follows, to wit:

1.

That the said libelee, the said Gualala Steamship  
Company, now is and was at all the times herein set  
out a corporation, organized and existing under and  
by virtue of the laws of the state of California [9]

2.

That on the fifteenth day of October, 1912, the said

Gualala Steamship Company was the owner of, in control of, and operated a certain steamship, named the "Gualala." That the said "Gualala" had a tonnage of two hundred and twenty tons registered. Plaintiff alleges on information and belief that the Union Steamship Company, a corporation, now is, and was at the time of the injury hereinafter set out, the owner of the said steamship "Argyll." That the said "Argyll" has a tonnage of about two thousand seven hundred and fifty-three tons registered.

## 3.

That the said "Gualala" was at said time commanded by one S. Martinusen, as captain, and by one Harry D. Gibbs as second mate. The said "Argyll" was at said time commanded by one R. Dickson as captain, and by one Douglas A. McAlpine as third mate.

## 4.

That on said date about three o'clock A. M. in a clear and calm night, the two said ships collided in the open ocean on the coast of California approximately twenty-five miles southeasterly from Point Arena in the county of Mendocino in said State, and about seven miles from the coast of said state.

## 5.

That the said "Gualala" was at the time of the said collision traveling at the rate of about seven miles an hour, and was going in a southeasterly direction or nearly so. The said "Argyll" was at the said time going at the [10] rate of about eight miles an hour, and was going nearly northwest one fourth west.



## 6.

That the said "Argyll" carried two mast lights, commonly called range lights, and the said "Gualala" carried one mast light. Both said ships carried a red light on the port side and a green light on the starboard side.

## 7.

That the said ships at said time were meeting nearly end-on and were in such a position that a collision would happen in the event that neither ship would turn. The said Gibbs who at the said time had charge of the said "Gualala" was negligent in this, that in a clear and calm night he saw the mast lights on the said "Argyll" and the said lights being nearly in line, and by reason thereof the said Gibbs knew that the said "Argyll" was coming directly towards the said "Gualala," and that there was risk of collision, nevertheless, he, the said Gibbs, negligently omitted to alter the course of the said "Gualala," and he negligently omitted to blow any whistle until the said ships were about 1000 feet apart, at which place he blew one whistle which was answered by the said "Argyll" blowing one whistle.

## 8.

That the said collision and the injury to this libellant hereinafter described were caused directly by reason of that the said Gibbs in violation of section 4233 of the Revised Statutes of the United States negligently omitted to port the helm on the said "Gualala," and negligently omitted to blow any whistle, and he refused to turn [11] out of the way for the said "Argyll," and he knew in time to

avoid the collision that the said "Argyll" was also negligent, and he knew that a collision would happen unless he ported the helm on the said "Gualala."

## 9.

That said McAlpine, who at said time had charge of the said "Argyll," was negligent in this, that although he, the said McAlpine, saw the mast light of the said "Gualala" and the red port light while the ships being at least one half of a mile apart, and by the use of ordinary care he could also have seen the green light of the said "Gualala" and by seeing the two lights, the said McAlpine could have determined that the said ships were meeting end-on or nearly end-on, and by reason thereof a collision might follow unless the course were altered, but nevertheless the said McAlpine, in violation of Section 4233 of the Revised Statutes of the United States negligently omitted to port the helm of the said "Argyll," and he refused to turn the said "Argyll" out of the way for the said "Gualala," although he saw in time to avoid the collision that the said "Gualala" was coming directly towards him, and that the said Gibbs was negligent and that a collision would happen unless he turned the said "Argyll" away from the course of the said "Gualala." That the said collision and injury to this libelant were caused directly by the said concurrent negligence of the said persons then and there in charge of the said ships.

## 10.

That said "Argyll" then and there collided with



[12] and struck the said "Gualala" about fifteen feet from the stem, and made a wreck of the said "Gualala."

11.

That at said time the said "Gualala" was a California ship, and owned by a California corporation, with its principal place of business in the City and County of San Francisco. That the said Gibbs was at said time the second mate on the said "Gualala" and was a superior servant of this libelant.

12.

The said libelees by the said negligent collision then and there injured this libelant as follows, to wit:

The two bones below the right knee were broken, and the right knee was made stiff permanently. The right foot was crushed, and all the bones therein dislocated, and all the toes on the said foot were broken. The injury to the said foot and knee makes it necessary for libelant to limp, and plaintiff is informed and believes that he will be limping the remainder of his life. Libelant was compelled to remain in the hospital for three months and two weeks, and while in said hospital by reason of the said injuries gangrene developed in his right foot, causing intense pain, and by reason of said gangrene it became necessary to have three toes on the libelant's right foot amputated.

The left foot was bruised and the tendons therein dislocated to such an extent that the libelant is still suffering pain in the said left foot. [13]

## 13.

This libelant was at the time of the injury a strong and healthy man, of the age of twenty-eight years, and had an expectancy of life of 36.75 years. He was earning and capable of earning the sum of one hundred dollars per month by his occupation as a seaman. Libelant avers that he can no more follow the said occupation.

Libelant further avers that he lost the sum of twenty-seven dollars in money at said time, and all his personal belongings of the value of ninety-four dollars.

That by reason of the said injuries to his person the said libelant has been damaged in the sum of fourteen thousand and five hundred and sixty-five dollars, and in the further sum of one hundred twenty-one dollars as damages for his personal belongings and for money as herein set out.

## 14.

That the said steamship "Argyle" is now in the Bay of San Francisco, and within the jurisdiction of this Honorable Court.

That all and singular the premises are true and within the admiralty jurisdiction of the United States Court.

## 15.

Wherefore the libelant prays:

That process in due form of law according to the course of this Honorable Court in cases of admiralty and maritime jurisdiction may issue against the said steamship "Argyll," her boilers, machinery, tackle, apparel, and furniture, and all persons hav-

ing or pretending to have any right, title, or interest in said steamship, may be cited [14] to appear and answer under oath all and singular the matters aforesaid. That a monition may also in due form issue against the said Gualala Steamship Company, a corporation, and that said company may be cited to appear and answer under oath all and singular the matters aforesaid. That this Honorable Court will be pleased to decree this libelant such sum in damages for his personal injuries and for the loss of his money and personal belongings as may be just and equitable.

## 16.

That the said Gualala Steamship Company may be decreed to pay the same, and that the said steamship "Argyll," her boilers, tackle, and apparel, and other furniture may be condemned and sold to pay the same.

That said libelant may have such further relief in the premises as in law and justice he may be entitled to receive.

S. T. HOGEVOLL,

Proctor for Libelant. [15]

United States of America,  
Northern District of Montana,  
City and County of San Francisco,—ss.

Aslak Abrahamson, being first duly sworn, on oath deposes and says:

That he is the libelant in the foregoing libel, that he has read the same and knows the contents thereof, and that said libel is true of his own knowledge, except as to the matters therein alleged on his infor-

mation and belief and as to those matters he believes it to be true.

ASLAK ABRAHAMSEN.

Subscribed and sworn to before me this 29 day of August, 1913.

CHARLES FRANCEE,  
Notary Public in and for the City and County of San Francisco, State of California.

[Endorsed]: Aug. 29, 1913. W. B. Maling, Clerk.  
By Francis Krull, Deputy Clerk. [16]

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*In the District Court of the United States, for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libellant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondents.

UNION STEAMSHIP COMPANY,

Claimant.

**Claim of Union Steamship Company.**

To the Honorable WM. C. VAN FLEET and the  
Honorable M. T. DOOLING, Judges of the  
United States District Court for the Northern  
District of California:

The claim of Union Steamship Company to the  
steamship "Argyll," her tackle, apparel and furni-

ture now in the custody of the Marshal of the United States for the said Northern District of California, at the suit of Aslak Abrahamson alleges:

That it is the true and *bona fide* owner of the said steamship "Argyll," her tackle, apparel and furniture, and that no other person is the owner thereof.  
[17]

WHEREFORE, this claimant prays that this Honorable Court will be pleased to decree a restitution of the same to it, and otherwise, right and justice to administer in the premises.

UNION STEAMSHIP COMPANY.

By MAX DYER,

Secretary.

IRA A. CAMPBELL,

McCUTCHEN, OLNEY & WILLARD,

Proctors for Claimant.

MAX DYER.

Subscribed and sworn to before me this 29th day of August, 1913.

[Seal]

LYLE S. MORRIS,

Deputy Clerk, United States District Court. [18]

*In the District Court of the United States, in and for  
the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelee.

**Answer of the Gualala Steamship Company.**

To the Honorable MAURICE T. DOOLING, Judge  
of the District Court of the United States, for  
the Northern District of California, First Division:

The answer of The Gualala Steamship Company, a  
corporation, to the libel of Aslak Abrahamson, respectfully represents:

I.

Answering unto the first, second, third, fourth,  
fifth and sixth articles in said libel, the said libelee  
admits the same.

II.

Answering unto the seventh article in said libel,  
said libelee is informed and believes, and upon such  
information and belief admits that the said ships  
shortly prior to said collision were meeting nearly  
end-on, and upon the same ground denies that said  
ships at said time, or at any other time, save and



except a moment before the collision, were in such a position that a collision would happen in the event that neither [19] ship would turn, and denies that the said Gibbs was negligent at said time, or any other time, either in that the said Gibbs omitted to alter the course of the said "Gualala," or in that he omitted to blow any whistle until the said ships were about one thousand feet, or any other distance, apart, and denies that said Gibbs was negligent at said time, or at any other time, or at all, either in altering or omitting to alter the course of said "Gualala," or in blowing or omitting to blow any whistle upon the said "Gualala"; and upon the same ground denies that said Gibbs, or any other officer or member of the crew of said "Gualala," was negligent in any act or omission at any time prior to said collision, or at all, and denies that said Gibbs blew or caused to be blown any whistle on board the said "Gualala" when said vessels were about one thousand feet apart, or any other distance apart, except as hereinafter stated, and alleges the fact to be that said Gibbs, when said vessels were about a half a mile apart, with the masthead or range lights, and only the red or port light of each vessel visible from the other, caused the whistle of the said steam schooner "Gualala" to be blown once, and immediately after hearing an answering signal of one blast from the whistle of the said steamship "Argyll," ported the helm of the said "Gualala."

### III.

Answering unto the eighth article in said libel, said libelee is informed and believes, and upon such

information and belief denies that the said collision, or the said alleged injury to said libelant described in said libel was, or were, caused directly, or indirectly, or at all, by reason of any violation upon the part of said Gibbs or any part or portion of Section 4233, or any other section, of the Revised Statutes [20] of the United States, and upon said ground denies that said Gibbs negligently, or otherwise, omitted to port, or otherwise change, the helm upon the said "Gualala," and upon the same ground denies that said Gibbs negligently, or otherwise, blew, or omitted to blow, any whistle upon the said steamer "Gualala," and, upon the same ground, denies that said Gibbs refused, or failed, to turn out of the way for the said "Argyll," and upon the same ground denies that said Gibbs knew that the said "Argyll" was negligent in time to avoid the collision, or at any other time, except immediately prior to the said collision when the said vessels were so close together as to make a collision unavoidable, and; upon the same ground, denies that said Gibbs knew at any time prior to the time when the helm of said steamer "Gualala" was reported that a collision would happen unless said helm was so ported.

#### IV.

Answering unto the ninth article in said libel, libelee admits that the said McAlpine, who at said time had charge of the said steamer "Argyll," was negligent, and that he, the said McAlpine, saw the lights of the said "Gualala," as alleged in said article, or by the use of ordinary care could have seen said lights, and that said McAlpine negligently



omitted to port the helm of said steamship "Argyll," but denies upon its information and belief that said McAlpine saw, either in time to avoid the collision or at any other time, or at all, that the said Gibbs was negligent, and denies that said Gibbs was negligent either at said time or at any other time, or at all, and upon the same ground denies that the said collision, and said injury, or said collision, or said injury to said libelant, were, or was, caused directly, or indirectly, or at [21] all, either by the said concurrent negligence of the said persons then and there in charge of the said ships, or by reason of the or any, negligence of said Gibbs, or any other person, or persons, in charge of the said steamship "Gualala," and upon the same ground alleges that said collision and said injury to said libelant were, and each of them was, caused by the negligence of the persons in charge of the said steamship "Argyll" at the time of, and prior to said collision.

## V.

Answering unto the tenth and eleventh articles in said libel, the said libelee admits the same.

## VI.

Answering unto the twelfth and thirteenth articles in said libel, the said libelee alleges that it is ignorant as to the matters therein alleged, so that it can neither admit nor deny the same, wherefore it calls for proof thereof, if relevant.

## VII.

Answering unto the fourteenth article in said libel, the said libelee denies that all or singular, or any, of the premises alleged in said libel are true, except as

hereinbefore specifically admitted, but admits that the same are within the admiralty jurisdiction of the United States and of this Honorable Court, and that said steamship "Argyll" was at the time of filing said libel in the Bay of San Francisco.

Further answering said libel, said libelee alleges :

### I.

That heretofore, and on or about, to wit, the time and place mentioned in said libel, and while proceeding on a southwesterly [22] course, said steamship "Gualala" was run into and so badly damaged by said steamship "Argyll" that said steamship "Gualala" immediately filled with water and turned turtle; that at and for about twenty minutes prior to the time of said collision the weather was clear; that at and prior to the time of the said collision there was no wind and the sea was smooth; that said steamship "Gualala" was in every respect seaworthy and fully and completely equipped and manned by the full complement of officers and crew, and at the time of and prior to said collision was displaying all lights and giving all signals required by law, and was being carefully and cautiously navigated in accordance with the rules and regulations governing the navigation of steam vessels.

### II.

That said collision was due to no act of fault, or neglect, on the part of the officers and crew of said steamship "Gualala," but was solely due to the careless and negligent navigation of the steamship "Argyll," and particularly so in that when said vessels were about half a mile apart, with the masthead

or range lights, and only the red or port light of each vessel visible from the other, said steamship "Gualala" blew one blast of her whistle and ported her helm, and said steamship "Argyll" answered said blast by blowing one blast of her whistle, but starboarded her helm instead of putting it to port, and that immediately thereafter, notwithstanding that the engines of the "Gualala" were reversed and run full speed astern, said steamship "Argyll" ran into and sank said steamship "Gualala."

## III.

That all and singular the premises are true and within [23] the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, libelee prays that the above-entitled action may be dismissed as to libelee, The Gualala Steamship Company, with its costs.

L. A. REDMAN and  
IRA S. LILLICK,

Proctors for Gualala Steamship Company.

State of California,

City and County of San Francisco,—ss.

Robt. J. Tyson, being first duly sworn, on oath deposes and says: That he is the Secretary of the Gualala Steamship Company, a corporation, libelee herein; that he has read the foregoing answer, knows the contents thereof and believes the same to be true.

ROBT. J. TYSON.

Subscribed and sworn to before me this 22d day of September, 1913.

[Seal]

M. D. COLLINS,  
Notary Public in and for the City and County of San  
Francisco, State of California.

[Endorsed]: Filed Sep. 23, 1914. W. B. Maling,  
Clerk. By Francis Krull, Deputy Clerk. [24]

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*In the United States District Court for the Northern  
District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSEN,

Libellant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondent.

UNION STEAMSHIP COMPANY,

Claimant.

**Answer of Union Steamship Company.**

To the Honorable M. T. DOOLING, Judge of the  
United States District Court for the Northern  
District of California:

The answer of Union Steamship Company, a corporation, claimant, to the libel of Aslak Abrahamson against the steamship "Argyll," her tackle, apparel, etc., in a cause of damages for personal injury, civil and maritime, admits, denies and alleges, as follows:

I.

Claimant admits the allegations of Article I of said libel. [25]

II.

Claimant admits the allegations of Article II of said libel.

III.

Claimant admits the allegations of Article III of said libel.

IV.

Claimant admits the allegations of Article IV of said libel.

V.

Claimant admits the allegations of Article V of said libel.

VI.

Claimant admits the allegations of Article VI of said libel.

VII.

Answering unto the allegations of Article VII of said libel, claimant denies that said steamships at said times were meeting nearly end-on, and denies that they were in such a position that a collision would happen in the event that neither ship would turn. Claimant admits that Gibbs was at said time in charge of the "Gualala," but denies that he was negligent in omitting to alter the course of the "Gualala," or that he negligently omitted to blow any whistles until the said ships were about 1,000 feet apart. Claimant admits that the night was clear and calm, and that said Gibbs saw the mast light of said "Argyll," but denies that he saw said light nearly



in line, and denies that by reason of either of the facts alleged in said article, or for any [26] other reason, said Gibbs knew that the "Argyll" was coming directly toward the "Gualala," and denies that there was risk of collision; and in that behalf claimant alleges that said collision was caused by said Gibbs altering the course of said "Gualala" to starboard and attempting to cross the bow of said "Argyll" while said vessels were approaching each other starboard to starboard.

### VIII.

Answering unto the allegations of Article VIII of said libel, claimant denies that said collision and the injury to the libelant described in said libel, if such injuries were suffered, were caused directly by reason of said Gibbs negligently omitting to port the helm of the "Gualala," or in negligently omitting to blow any whistle, or in refusing to turn out of the way of said "Argyll," and denies that said Gibbs knew in time to avoid the collision, or at any other time, or at all, that said "Argyll" was also negligent, and denies that said "Argyll" was negligent in any manner whatever, and denies that said Gibbs knew that the collision would happen unless he ported the helm on the said "Gualala," and in that behalf claimant alleges that the negligence which precipitated the collision was the negligent porting of the "Gualala's" helm at the time and under the conditions herein alleged.

### IX.

Answering unto the allegations of Article IX, claimant denies that the said McAlpine, who at the

time had charge of the said "Argyll," was negligent in omitting to port the helm of said "Argyll," or in refusing to turn the [27] said "Argyll" out of the way for the said "Gualala." Claimant admits that said McAlpine saw the mast light of said "Gualala," but denies that he saw the red port light while the ships were a half a mile apart, and admits that he could by the use of ordinary care have seen, and that he did see, the green light of the "Gualala." Claimant denies that said McAlpine could see the two lights of said "Gualala" until a moment before the collision, and for that reason denies that the said McAlpine could have determined that the ships were meeting end-on, or nearly end-on, and that by reason thereof a collision might follow unless the courses were altered, and in that behalf claimant denies that said McAlpine, in violation of Sec. 4233 of the Revised Statutes of the United States, or of any other section of the Revised Statutes of the United States, or of any other statute, negligently omitted to port the helm on the said "Argyll," or refused to turn the said "Argyll" out of the way of said "Gualala." Claimant denies that said McAlpine saw said "Gualala" coming directly toward him, and denies that he could have turned said "Argyll" away from the course of said "Gualala" so as to avoid such collision after the same became imminent. Claimant denies that said collision and the injury to libelant, if he suffered any, were caused directly by the alleged concurrent negligence of said persons in charge of said ships.

#### X.

Answering unto the allegations of Article X of said

libel, claimant admits that said "Argyll" collided with and struck the said "Gualala" about eleven feet from her stem and made a wreck of said "Gualala," but denies that [28] the said collision was in accordance with the facts alleged in said libel.

### XI.

Answering unto the allegations of Article XI of said libel, claimant admits that at the said time the said "Gualala" was a California ship and owned by a California corporation with its principal place of business in the City and County of San Francisco, State of California, and admits that the said Gibbs was at the said time the second mate on the said "Gualala," but denies that he was a superior servant of this libelant, and in that behalf alleges that he was a fellow servant of libelant.

### XII.

Answering unto the allegations of Article XII of said libel, claimant denies that said libelee, steamship "Argyll," or the Union Steamship Company the owner thereof, by the said negligent collision, then and there injured the libelant as alleged in said article, and denies that said collision was caused by any negligence on the part of said steamship "Argyll," its officers or crew, and denies that said libelant was injured by reason of any negligence on the part of said steamship "Argyll," her officers or crew. As to the remaining allegations of said article, claimant has no knowledge or information sufficient to form a belief as to the truth of falsity thereof, and placing its denial on that ground, denies each and every part thereof, and demands that strict proof of



the same be made. [29]

### XIII.

Answering unto the allegations of Article XIII of said libel, claimant has no knowledge or information sufficient to enable it to form a belief as to the truth or falsity thereof, and placing its denial on that ground, denies each and every part thereof, and demands that strict proof of the same be made. Claimant specifically denies, however, that libelant has been damaged in the sum of \$14,065, and in the further sum of \$120 for his personal belongings and for money as in said libel alleged.

### XIV.

Claimant admits that at the time of the filing of said libel said steamship "Argyll" was in the bay of San Francisco, and within the jurisdiction of this Honorable Court.

Claimant denies that all and singular the premises are true, but admits that they are within the admiralty maritime jurisdiction of the United States.

Further answering unto the allegations of said libel, claimant alleges:

#### I.

That while proceedings on a N. W.  $\frac{1}{2}$  W. course at a point approximately 25 miles southeast of Point Arena, the steamship "Argyll" came into collision with the steamer "Gualala," striking the latter on her port bow approximately 11 feet abaft her stem; that the sea was smooth and the night clear, and said vessels approached [30] each other on practically opposite courses, starboard to starboard, the masthead light and green light of the "Gualala" having been

first observed by those in charge of the navigation of the "Argyll" at about a point to a point and a half on the latter's starboard bow when the vessels were approaching one and one half miles apart; that said vessels continued to approach, green light to green light, until they were within two or three ships' lengths apart, when the "Gualala" suddenly blew a single blast on her whistle and ported her helm, showing both running lights, and then her red light alone to the "Argyll," and started to cross the course of the latter; that upon such alteration of course on the part of the "Gualala," the officer in charge of the "Argyll," seeing that collision could only be avoided by quickly swinging the "Argyll's" head to starboard, ported her helm, and blew a single blast on her whistle to advise the "Gualala" of such maneuver, and then immediately reversed full speed astern on her engines and gave the required signal of three blasts to the "Gualala"; but despite every effort of the "Argyll" to avoid said collision, the two vessels came together, striking practically head-on.

## II.

That said steamship "Argyll" was in all respects seaworthy, fully manned, equipped and supplied, and said collision was due to no negligence, fault or error on the part of said steamship "Argyll," her officers or crew, but was solely caused by the aforesaid negligence of said steamship "Gualala" in attempting, without cause, to cross [31] the bow of the "Argyll" at a time which made collision inevitable.

## III.

That all and singular the premises are true and

within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, claimant prays that the above-entitled action may be dismissed with costs.

IRA A. CAMPBELL,

McCUTCHEN, OLNEY & WILLARD,

Proctors for Claimant. [32]

State of California,

City and County of San Francisco,—ss.

W. G. Tubby, being first duly sworn, deposes and says:

That he is the president of the Union Steamship Company, a corporation, claimant herein; that he has read the foregoing answer, knows the contents thereof, and believes the same to be true.

G. W. TUBBY.

Subscribed and sworn to before me this 25th day of September, 1913.

FLORA HALL,

Notary Public in and for the City and County of San Francisco, State of California.

Service of the within Answer and receipt of a copy is hereby admitted this 25th day of September, 1913.

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Proctor for Libellant.

[Endorsed]: Filed Sep. 26, 1913. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [33]

**[Minutes of Court—September 16, 1913—Order  
Consolidating Causes.]**

At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the courtroom thereof, in the City and County of San Francisco, on Tuesday, the 16th day of September, in the year of our Lord one thousand nine hundred and thirteen. PRESENT: The Honorable M. T. DOOLING, Judge.

No. 15,458.

ASLAK ABRAHAMSEN

vs.

The Am. Steamship "ARGYLE," etc., et al.

**MINUTES — ORDER      CONSOLIDATING  
CAUSES.**

The U. S. Marshal having made return to the monition issued herein that "I hereby certify and return that I received the within writ at San Francisco, California, on August 29th, 1913, and herewith return the same for the reason that a bond was given for the release of said steamship without seizure being made,"—

On motion of S. T. HogevoU, Esqr., proclamation was duly made for all persons having anything to say to appear and answer the libel herein, and on motion of Joe McKeon, Esqr., by the Court ordered that claimant of S. S. "Argyle" have ten days to answer the said libel. On motion of Ira S. Lillick, Esqr., Gualala SS. Co., granted 5 days to answer

said libel. Further ordered that this cause be and the same is hereby [34] consolidated with causes numbered 15,327, 15,329, 15,335, respectively, for all further proceedings to be had. [35]

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**[Minutes of Court—October 15, 1913—Trial.]**

At a stated term of the District Court of the United States of America for the Northern District of California First Division, held at the courtroom thereof, in the City and County of San Francisco, on Wednesday, the 15th day of October, in the year of our Lord one thousand nine hundred and thirteen. PRESENT: The Honorable M. T. DOOLING, Judge.

#15,327, 15,335, 15,458, and 15,329.

THE GUALALA S. S. CO. et al.

vs.

The Am. S. S. "ARGYLE," etc.

**MINUTES OF TRIAL.**

These causes as consolidated for trial, this day came on for hearing. Ira S. Lillick, Esqr., and L. A. Redman, Esqr., appearing for libelant, The Gualala S. S. Co., F. R. Wall, Esqr., for libelant, K. Latz, S. T. Hogevoll, Esqr., for libelant A. Abrahamsen. Mr. Lillick stated cause and called Fred. Linderman, who was duly sworn and examined as a witness on behalf of the libelant, the Gualala S. S. Co., and read and introduced in evidence depositions taken on behalf of said libelant before a United States Commissioner, and called Louis d'Curtoni and Mar-



tin Kalnin, who were each duly sworn and examined as witnesses on behalf of libelant. Libelant introduced certain exhibits which were marked Libelant's Exhibits 1, 2, and 3, respectively.

Mr. Campbell called D. S. McAlpine, who was duly sworn and examined for claimant and introduced in evidence certain exhibits which were marked Claimant's Exhibits "A" and "B," respectively. The further hearing was thereupon continued until tomorrow. [36]

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**[Minutes of Court—October 16, 1913—Trial.]**

At a stated term of the District Court of the United States of America for the Northern District of California First Division, held at the courtroom thereof, in the City and County of San Francisco, on Thursday; the 16th day of October, in the year of our Lord one thousand nine hundred and thirteen. PRESENT: The Honorable M. T. DOOLING, Judge.

#15,327, 15,329, 15,335, 15,458.

"ARGYLE."

**MINUTES OF TRIAL.**

The further hearing of these causes as consolidated was resumed. Mr. Campbell called Richard Dixon, who was duly sworn and examined on behalf of claimant. Mr. Hogevoll called Thos. W. Connolley, who was duly sworn and examined on behalf of libelant Abrahamsen. Mr. Campbell called John Hansen, Andrew Forbosen and Benjamin Sanford, George Curtis, James Dickey, A. F. Pillsbury, David Dickey,

Frank E. Ferris, who were each duly sworn and examined as witnesses on behalf of claimant. Mr. Hogevoll called Aslak Abrahamsen, who was duly sworn and examined in his own behalf. Mr. Wall called K. Latz, who was duly sworn and examined in his own behalf. Mr. Lillick called John H. Rinder and Jacob Stack, who were each duly sworn and examined on behalf of libelant. The Gualala S. S. Co., in rebuttal. Aslak Abrahamsen was also recalled. Mr. Campbell recalled Richard Dixon for further examination. The causes were then submitted to the Court for decision upon briefs to be filed in 10, 10 and 5 days. Claimant introduced exhibits marked "C," "D" and "E." Libelant Abrahamsen introduced an exhibit which was marked "A." [37]

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**[Minutes of Court—November 18, 1913—Trial.]**

At a stated term of the District Court of the United States of America for the Northern District of California First Division, held at the courtroom thereof, in the City and County of San Francisco, on Tuesday, the 18th day of November, in the year of our Lord one thousand nine hundred and thirteen. PRESENT: The Honorable M. T. DOOLING, Judge.

#15,327, 15,335, 15,548, 15,329.

"ARGYLE" and "GUALALA."

**MINUTES—FURTHER HEARING.**

These causes as consolidated this day came on for further hearing. Ira S. Lillick, Esqr., F. R. Wall,

Esqr., and Ira A. Campbell, Esqr., appearing. Mr. Lillick called L. Curtis, who was duly sworn and examined. The following exhibits were introduced in evidence. "Beaddle's Ex. marked 4, and Claimant's Exhibit marked "F." The causes were then submitted on briefs to be filed in 10, 10 and 5 days.  
[38]

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**Opinion and Order for Entry of Decree in Favor of  
Libelant, etc.**

*In the District Court of the United States, in and  
for the Northern District of California, First  
Division.*

IN ADMIRALTY—No. 15,327.

GUALALA STEAMSHIP COMPANY, a Corpo-  
ration,

Libelant,

vs.

The Steamer "ARGYLE," Her Engines, Boilers,  
etc.,

Respondent.

The UNION STEAMSHIP COMPANY, a Corpo-  
ration,

Claimant.



No. 15,329.

A. W. BEADLE,

Libelant,

vs.

The Steamer "ARGYLE," etc.,

Respondent.

The UNION STEAMSHIP COMPANY, a Corporation,

Claimant.

No. 15,335.

KONSTANT LATZ,

Libelant,

vs.

The American Steamship "ARGYLE," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondent.

The UNION STEAMSHIP COMPANY, a Corporation,

Claimant. [39]

No. 15,458.

ASLAK ABRAHAMSEN,

Libelant,

vs.

The American Steamship "ARGYLE," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondent.

The UNION STEAMSHIP COMPANY, a Corporation,

Claimant.

IRA S. LILLICK, Esq., Proctor for Gualala Steamship Company, a Corporation, and A. W. Beadle, Libelants.

F. R. WALL, Esq., Proctor for Konstant Latz, Libelant.

S. T. HOGEVOLL, Esq., Proctor for Aslak Abrahamsen, Libelant.

IRA A. CAMPBELL, Esq., McCUTCHEN, OLNEY & WILLARD, Proctors for Claimant.

These cases arise out of an accident in which two vessels propelled by steam, under full control and having the whole Pacific Ocean in which to maneuver, collided on a clear night, when the lights of each were easily discernible to the other while they were yet miles apart. As is usual in such cases, with each vessel endeavoring to throw the blame upon the other, the testimony is quite voluminous and very conflicting, and I cannot find the requisite time to review it in this decision. From established facts, however, I am of the opinion that the "Argyle" must [40] be held responsible for the collision for the following reasons:

I. For inefficiency of the lookout in not reporting when the "Gualala's" red light and her green light were visible at the same time, and in not reporting when he lost her green light and picked up her red light alone.

II. For negligence on the part of McAlpine, the deck officer, in not observing the "Gualala's" course because of his failure to note when her red light and her green light were visible together, and when her

green light disappeared from view; because of his failure to observe her red light until warned by her whistle; and because of the fact that when the "Gualala's" lights were first sighted he contented himself with directing the quartermaster "not to let her come any closer," apparently paying no further attention to her until warned by her whistle when it was too late to avoid a collision.

The log of the chief officer of the "Argyle" shows that seven minutes elapsed from the time the lookout reported the "Gualala's" light until the blowing of her whistle. At what period of this interval it should have been apparent to the navigator of the "Argyle" that the "Gualala" was on a crossing course upon the "Argyle's" starboard side cannot now be determined, but it is clear that it should have been known to him earlier than it was, and at least at the time when both lights were visible to the lookout, and not reported, and at a time when, if McAlpine were watching, he would have seen both lights together, the green light disappear, and the red alone remain in [41] view. Had these things been observed, earlier precautions could have been taken by the "Argyle" to avoid the collision, which McAlpine declares was inevitable when the warning whistle of the "Gualala" called his attention to her course and proximity. Much expert testimony was introduced to show that the collision could not have occurred in the manner testified to by Gibbs, but the value of this testimony depends upon the accuracy of estimates of time, courses and distances. Such estimates are of necessity more or less uncertain. With

a full appreciation of the seriousness of my conclusion to the "Argyle," I am nevertheless convinced that had the lookout and the deck officer on that vessel been as attentive to their duties as the occasion required, the collision could not have occurred.

A decree will be entered accordingly establishing the liability of the "Argyle," and referring the cause to the Commissioner to ascertain and report the damage suffered by libelants A. W. Beadle and Gualala Steamship Company. As to libelant Aslak Abrahamsen, a decree will be entered awarding him damages in the sum of \$3,621.00. As to libelant Konstant Latz, a decree will be entered awarding him damages in the sum of \$3,500.00.

Each libelant will recover costs.

May 6th, 1914.

M. T. DOOLING,  
Judge.

[Endorsed]: Filed May 6, 1914. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [42]

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*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLE," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondent.

THE UNION STEAMSHIP COMPANY, a Corporation,

Claimant.

**Final Decree.**

This case having been heard on the pleadings and proofs and submitted upon the arguments by the proctors for the respective parties, and due deliberation being had in the premises, it is hereby ordered, adjudged and decreed that said steamer "Argyle" was solely at fault in causing said collision and that claimant, The Union Steamship Company, a corporation, is liable to libelant for the damages suffered by him in said collision;

And it is further ordered, adjudged and decreed by the Court that the libelant, Aslak Abrahamson, recover the sum of Three Thousand Five Hundred (3,500) Dollars as damages for injuries to his person, and the further sum of One Hundred Twenty-one (121) Dollars as damages for loss of personal belongings and money suffered by reason of the matters alleged [43] in the libel herein, with costs and interest at the rate of seven (7) per cent per annum from the 7th day of May, 1914, the date of the decree, and that said steamer "Argyle" be condemned therefore;

And it is hereby further ordered, adjudged and decreed that The Union Steamship Company, a corporation, and National Surety Company of New York, a corporation, the stipulators for value on the part of the claimant herein, cause the engagement of their said stipulation to be performed, or show cause within four days after the date hereof, or on

the first day of jurisdiction thereafter, why execution should not issue against their goods, chattels and lands for the amount of this decree with interest thereon according to their stipulation.

Done in open court this 7th day of May, A. D. 1914.

M. T. DOOLING,

Judge of said Court.

[Endorsed]: Filed, entered May 7, 1914. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk.  
[44]

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*In the United States District Court, Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Respondent.

UNION STEAMSHIP COMPANY,

Claimant.

**Notice of Appeal.**

To the Clerk of the Above-entitled Court, and to the  
Libelant, and to F. R. Wall, His Proctor.

YOU AND EACH OF YOU WILL PLEASE  
HEREBY TAKE NOTICE that the Union Steamship Company, a corporation, claimant and respondent herein, hereby appeals from the final decree made



and entered herein in this cause on the 7th day of May, 1914, to the next United States Circuit Court of Appeals for the Ninth Circuit to be holden in and for said circuit at the City and County of San Francisco, State of California.

Dated: July 3d, 1914.

IRA A. CAMPBELL,  
McCUTCHEN, OLNEY & WILLARD,  
Proctors for Respondent and Claimant. [45]

Service of the within notice of appeal and receipt of a copy is hereby admitted this 3d day of July, 1914.

S. T. HOGEVOLL,  
Proctor for Libellant.

[Endorsed]: Filed Jul. 3, 1914. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [46]

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*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSEN,

Libellant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees.

UNION STEAMSHIP COMPANY,  
Claimant and Respondent.

**Assignment of Errors.**

Now, comes Union Steamship Company, claimant and appellant herein, and says that in the record, opinion, decision and final decree in said cause there is manifest and material error, and said appellant now makes, files and presents the following assignment of errors, on which it relies, to wit:

1. That the District Court erred in rendering the decree herein of date the 7th day of May, 1914, against the steamship "Argyll."

2. That the District Court erred in holding and deciding that the said steamship "Argyll" was in any way at fault in the collision with the steamship "Gualala."

3. That the District Court erred in holding and deciding that the said steamship "Argyll" was in fault for inefficiency [47] of the lookout in not reporting when the "Gualala's" red light and her green light were visible at the same time, and in not reporting when he lost her green light and picked up her red light alone.

4. That the District Court erred in holding and deciding that the said steamship "Argyll" was in fault because of negligence on the part of McAlpine, the deck officer, in not observing the "Gualala's" course, because of his failure to note when her red light and her green light were visible together and when her green light disappeared from view.

5. That the District Court erred in holding and deciding that the said steamship "Argyll" was in fault because of McAlpine's failure in observing the

“Gualala’s” red light until warned by her whistle.

6. That the District Court erred in holding and deciding that the said steamship “Argyll” was in fault because of the fact that when the “Gualala’s” light was first sighted, McAlpine contented himself with directing the quartermaster not to let her come any closer.

7. That the District Court erred in holding that seven minutes elapsed from the time the lookout reported the “Gualala’s” light until the blowing of her whistle.

8. That the District Court erred in holding and deciding that the lookout and deck officer of said steamship “Argyll” were inattentive to their duties.

9. That the District Court erred in allowing libellant excessive damages.

10. That the District Court erred in not holding the steamship “Gualala” solely in fault for the collision between it and the said steamship “Argyll.”  
[48]

In order that the foregoing assignment of errors may be and appear of record, said appellant files and presents the same and prays that such disposition be made thereof as is in accordance with the law and the statutes of the United States in such cases made and provided, and said appellant prays a reversal of the decree herein heretofore made and entered in the above cause and appealed from.

Dated: September 2d, 1914.

IRA A. CAMPBELL,

McCUTCHEN, OLNEY & WILLARD,

Proctors for Claimant and Appellant.

Receipt of a copy of the within assignment of errors is hereby admitted this 2d day of September, 1914.

S. T. HOGEVOLL,

Proctor for Libelant, A. Abrahamsen.

[Endorsed]: Filed Sep. 2, 1914. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [49]

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*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSEN,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees,

UNION STEAMSHIP COMPANY,

Claimant and Respondent.

**Bond on Appeal and Staying Execution.**

KNOW ALL MEN BY THESE PRESENTS:  
That we, the Union Steamship Company, a corporation, owner and claimant of the S. S. "Argyll," her tackle, etc., as principal, and National Surety Co., a corporation organized and existing under and by virtue of the laws of the State of New York, and having its home office at New York City, and lawfully doing business in the State of California, as surety, are held and firmly bound unto Aslak Abrahamson,

libelant, in the above-entitled cause in the sum of Two Hundred and Fifty (250) Dollars, and in the further sum of Four Thousand (4,000) Dollars, to be paid to said libelant, his successors [50] or assigns, for the payment of which sums, and each of them, well and truly to be made, we bind ourselves, and each of us, and our respective successors, jointly and severally, by these presents.

SEALED WITH OUR SEAL and dated this 2d day of July, 1914.

WHEREAS, the American S. S. "Argyll," her tackle, etc., by the Union Steamship Company, owner and claimant of said vessel, and the Union Steamship Company, claimant and respondent in said cause, have appealed to the United States Circuit Court of Appeals for the Ninth Circuit to reverse the decree of the United States District Court for the Northern District of California, made and entered in said cause on the 7th day of May, 1914, against said respondent steamship "Argyll," her tackle, apparel and furniture, etc., and said claimant, for the principal sum of Three Thousand Six Hundred and Twenty-one (3,621) Dollars, and Forty-five (45) Dollars costs; and

WHEREAS, said Union Steamship Company, owner and claimant, as aforesaid, desire during the progress of said appeal to stay the execution of said decree of said District Court;

NOW, THEREFORE, the condition of the above obligation is such that if the above-named claimant and respondent, the Union Steamship Company, shall prosecute said appeal to effect and pay all costs, if



said appeal is not sustained, and shall abide by and perform whatever decree may be rendered by the United States Circuit Court of Appeals for the Ninth Circuit in said cause, or on the mandate of [51] said United States Circuit Court of Appeals by said District Court below, then this obligation shall be void; otherwise the same shall be and remain in full force and effect.

UNION STEAMSHIP COMPANY,  
[Seal] By W. A. STEWART, President,  
Principal.

NATIONAL SURETY COMPANY,  
[Seal] By CHAS. SEYLER, Jr.,  
Attorney in Fact,  
Surety.

The foregoing bond is hereby approved as to form and amount and sufficiency of surety.

L. T. HOGEVOLL,  
Proctor for Libelant.

The foregoing cost and supersedeas bond is hereby allowed and approved this 6th day of July, 1914, and the same may operate as a stay of execution in said cause pending the determination of said appeal.

M. T. DOOLING,  
District Judge. [51½]

AFFIDAVIT AND ACKNOWLEDGMENT BY  
SURETY COMPANY.

State of California,  
County of Los Angeles,—ss.

On this 2d day of July, A. D. 1914, before me personally came Chas. Seyler, Jr., known to me to be



the attorney in fact of the National Surety Company, the corporation described in and which executed the within bond as a surety thereon, and who, being duly sworn, did depose and say that he signed his name thereto by order and authority of the Board of Directors of said company, and that he affixed its corporate seal thereto by like order and authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year first above written.

[Seal]

HAZEL JONES,

Notary Public in and for Los Angeles County.

[Endorsed]: Filed Jul. 6, 1914. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [52]

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*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees.

UNION STEAMSHIP COMPANY,

Claimant and Respondent.

**Stipulation and Order as to Testimony, etc., Adduced  
at Hearings in Consolidated Causes.**

IT IS HEREBY STIPULATED AND AGREED  
that all testimony and other proofs adduced, includ-

ing the testimony taken at the trial, all depositions taken and admitted in evidence, and all exhibits introduced in any of the causes consolidated for trial with the above-entitled cause, or with which said cause was consolidated, may be considered for all purposes as having been heard and considered in this cause, including the purpose of hearing and decision of this cause on appeal, and that said cause may be consolidated in the United States Circuit Court of Appeals with any of the causes with which it was [53] consolidated in the above-entitled court.

Dated: August 31st, 1914.

S. T. HOGEVOLL,  
Proctor for Libelant.

IRA A. CAMPBELL,  
McCUTCHEN, OLNEY & WILLARD,  
Proctors for Claimant and Respondent.

It is so ordered by the court.

Dated: August 31st, 1914.

M. T. DOOLING,  
Judge.

[Endorsed]: Filed Aug. 31, 1914. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [54]

*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees.

UNION STEAMSHIP COMPANY,

Claimant and Respondent.

**Stipulation and Order Extending Time to File  
Apostles on Appeal.**

IT IS HEREBY STIPULATED AND  
AGREED, that the time for printing the record and  
filing and docketing this cause on appeal in the  
United States Circuit Court of Appeals for the Ninth  
Circuit may be extended to and including the 31st  
day of August, 1914.

Dated: July 30th, 1914.

S. T. HOGEVOLL,

Proctor for Libelant.

IRA A. CAMPBELL,

McCUTCHEN, OLNEY & WILLARD,

Proctors for Claimant and Respondent.

It is so ordered.

WM. C. VAN FLEET,

Judge. [55]

Pursuant to the foregoing stipulation, it is hereby ordered that the time for printing the record and docketing this cause on appeal in the United States Circuit Court of Appeals for the Ninth Circuit be and the same is hereby enlarged and extended to and including the 31st day of August, 1914.

Dated: July —, 1914.

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District Judge.

[Endorsed]: Filed Jul. 31, 1914. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [56]

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*In the District Court of the United States, for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,458.

ASLAK ABRAHAMSON,

Libelant,

vs.

The American Steamship "ARGYLL," and the  
GUALALA STEAMSHIP COMPANY, a  
Corporation,

Libelees.

UNION STEAMSHIP COMPANY,

Claimant and Respondent.

**Stipulation and Order Extending Time to File  
Apostles on Appeal.**

IT IS HEREBY STIPULATED AND  
AGREED that the time for printing the record and  
filing and docketing this cause on appeal in the  
United States Circuit Court of Appeals for the Ninth

Circuit may be extended to and including the 4th day of September, A. D. 1914.

Dated: San Francisco, California, August 31, 1914.

S. T. HOGEVOLL,

Proctor for Libelant, A. Abrahamsen.

IRA A. CAMPBELL.

McCUTCHEN, OLNEY & WILLARD,

Proctors for Claimant and Respondent. [57]

Pursuant to the foregoing stipulation, it is hereby ordered that the time for printing the record and docketing this cause on appeal in the United States Circuit Court of Appeals for the Ninth Circuit be and the same is hereby enlarged and extended to and including the 4th day of September, 1914.

Dated: San Francisco, Cal., August 31st, 1914.

M. T. DOOLING,

District Judge.

[Endorsed]: Filed Aug. 31, 1914. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [58]

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**Certificate of Clerk U. S. District Court to Apostles  
on Appeal.**

I, Walter B. Maling, Clerk of the District Court of the United States for the Northern District of California, do hereby certify that the foregoing and hereunto annexed 58 pages, numbered from 1 to 58, inclusive, contain a full, true, and correct transcript of the records and proceedings as the same now remain on file and of record in the Clerk's Office of said District Court, in the cause entitled Aslak Abrahamson vs. The American Steamship "Argyle," etc., and

Gualala Steamship Company, a Corp., Number 15,458, and which said apostles on appeal are made up pursuant to and in accordance with subdivision 1 of Section 1 of Rule 4 of the "Rules in Admiralty, United States Circuit Court of Appeals for the Ninth Circuit," as well as "Praeceptum for Apostles on Appeal" (copy of which is embodied herein), and the instructions of proctors for claimant and appellant herein.

I further certify that the costs of preparing and certifying the foregoing Apostles on Appeal is the sum of Twenty-six Dollars and Twenty Cents (\$26.-20), and that the same has been paid to me by the proctors for appellant herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 4th day of September, A. D. 1914.

[Seal]

WALTER B. MALING,

Clerk.

By C. W. Calbreath,

Deputy Clerk. [59]

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[Endorsed]: No. 2474. United States Circuit Court of Appeals for the Ninth Circuit. Union Steamship Company, a Corporation, Claimant of the American Steamship "Argyll," her Engines, Boilers, etc., Appellant, vs. Aslak Abrahamson, Appellee.



Apostles. Upon Appeal from the United States District Court for the Northern District of California, First Division.

Received and filed September 3, 1914.

F. D. MONCKTON,

Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

By Meredith Sawyer,  
Deputy Clerk. 6